

RESIDENTIAL LEASE AGREEMENT

This Lease is for use in the leasing of existing residential property only. It is a legally binding contract. If not understood, legal advice should be obtained before it is signed.

THIS LEASE AGREEMENT is made as of this _____ day of _____, 20____ by and between _____ (Landlord) whose address is _____; and _____ (Tenant).

1. **REAL PROPERTY AND TERM OF OCCUPANCY.** In consideration of the promise and covenants herein. Landlord hereby leases to Tenant that property located in the City/County of _____, Commonwealth of Virginia, and known as _____, together with the fixtures and personal property listed below (the Premises) for the term of _____ months/years commencing at _____ a.m./p.m. (at noon if not otherwise indicated) on _____, 20____, and ending at _____ a.m./p.m. (at noon if not otherwise indicated) on _____, 20____.

2. **PERSONAL PROPERTY.** The following personal property is included in the Premises subject to this lease:

3. **USE OF PREMISES.** The Premises will be used by Tenant as a private dwelling and for no other purpose. Neither the Premises nor any part thereof shall be used at any time during the term of this Lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or any purpose other than as a private single family residence. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised Premises, and the sidewalks connected thereto, during the term of this Lease. The Premises will be occupied by no persons other than persons who have signed this Lease as Tenant and such person's children under the age of 18.

4. **RENT.** Tenant agrees to pay as rent the total sum of, \$ _____, due and payable in monthly installments of \$ _____. If the lease term begins on a day other than the first day of a calendar month, the first month's rent shall be \$ _____. If the lease term ends on a day other than the last day of a calendar month, the last month's rent shall be \$ _____.

The first month's rent payment is due when Tenant signs this Lease. The monthly installment of rent due for each month thereafter shall be due on the first day of each month.

Rent shall be paid to _____ (Landlord/Agent) at _____ (address) or at such other place as Landlord or Agent may from time to time designate in writing.

If a monthly installment of rent is not received by the 6th day of the month, Tenant agrees to pay as additional rent a charge or late fee of \$ _____ for each month that the monthly installment of rent is not received by the 6th day of such month. In addition, Tenant agrees to pay an additional late fee of \$5.00 per day for each day their monthly rent is not received after the 10th day of such month. The purpose of this late fee is to compensate Landlord for the expenses of processing such delinquent account.

Rent payments will be applied first to all past due balances of rent and other charges owing under this Lease. The remaining portion, if any, of such rent payments will be applied to current rent.

If there are two or more tenants, Landlord shall have the option of requiring that only one check, cashier's check or money order be accepted for each monthly installment for rent.

5. **BAD CHECKS.** Tenant agrees to pay as additional rent a charge of \$15.00 for each check returned for insufficient funds. This charge will be in addition to any late fee which may be due. If Tenant's checks are returned to Landlord or Agent for insufficient funds, Landlord will have the option of requiring that further payments be paid by cash, cashier's check, certified check, or money order.

6. **SECURITY DEPOSIT.** Tenant agrees to pay to the Landlord/Agent the sum of \$ _____ as security deposit. This sum will be due when this Lease is signed by Tenant. Prior to the termination or expiration of this Lease, if Landlord makes any deductions from the security deposit for charges arising under this Lease or by law, Tenant agrees to pay Landlord such sums as may be necessary to offset such deductions to replenish and maintain the security deposit in the amount set forth above. The security deposit will be held by Landlord to secure Tenant's full compliance with the terms of this Lease.

Within 30 days after termination of this Lease, Landlord may apply the security deposit and any interest required by law to the payment of any damages Landlord has suffered due to Tenant's failure to maintain the Premises, to surrender possession of the Premises thoroughly cleaned and in good condition (reasonable wear and tear accepted), or to fully comply with the terms of this Lease, and any balance, if any, to unpaid rent.

Landlord shall provide Tenant with an itemized accounting, in writing, showing all such deductions. Within this 30-day period, Landlord will give or mail to Tenant the security deposit, with any interest required by law and minus any deductions. To assist Landlord, Tenant shall give Landlord written notice of Tenant's new address before Tenant vacates the Premises.

During the term of occupancy under this Lease, if Landlord determines that any deductions are to be made from the security deposit, Landlord will give written notice to Tenant of such deductions within 30 days or more before the termination of this Lease.

Landlord will maintain itemized records of all security deposit deductions. Tenant, his authorized agent or attorney, may inspect these records during normal business hours. However, when two years have passed from the time a deduction was made, Landlord may destroy the record of that deduction.

If Landlord sells or otherwise transfers all or any interest in the Premises during the term of this Lease, Tenant agrees that Landlord may transfer security deposit, plus interest required by law, to purchaser who in such event shall be obligated to comply with the provisions of this sections.

7. **PARKING.** Tenant agrees to comply with such parking rules and regulations as Landlord may issue from time to time, and deliver to Tenant; provided that Tenant shall be given a reasonable opportunity to comply with any parking changes made during the

Tenant shall keep these fixtures and the leased Premises and appurtenances in good order and repair and shall assume responsibility for loss or damage, excluding reasonable wear and tear, to the above-mentioned fixtures and the Premises, unless the entire Premises shall suffer a major, insured hazard loss. Major maintenance and repair to the leased Premises involving anticipated cost in excess of twenty-five dollars (\$25.00) per incident not due to Tenant's misuse, water, or neglect or that of Tenant's family, guest, visitors, or agents shall be the responsibility of the Landlord provided that Tenant gives notice by mail to Landlord or his agent within seventy-two (72) hours of the damage.

11. ALTERATION AND IMPROVEMENTS. Tenant agrees that no alterations, installations, repairs or decoration (including hanging wallpaper or signs, painting, staining, and applying other finishes) shall be done without Landlord's written consent. Such consent will not be unreasonably withheld. However, Landlord may require Tenant to return the Premises to its original condition when this Lease terminates or expires. In addition, Landlord may require that any change, alteration or improvement to the Premises will become a permanent part of the Premises which may not be removed upon the termination or expiration of this Lease. Such changes or improvement will include, but not limited to, locks, light fixtures, shutters, built-in shelves or bookcases, wall-to-wall carpeting, flowers and shrubs.

The Tenant has no authority to incur any debt or make any charges against the Landlord or assign or create any lien upon the said property for any work or materials furnished the same.

12. INSPECTIONS AND ACCESS. Landlord may enter the Premises to make inspections, repairs, decoration, alterations or improvements, and to show the Premises to prospective tenants, purchasers, mortgagees, workers, and contractors and shall have the right to erect or place "For Sale" or "For Rent" signs thereon.

Except in case of emergency or when it is impractical to give notice, Landlord will give Tenant reasonable notice of Landlord's intent to enter and may enter the Premises only at reasonable times.

13. MOVE-IN INSPECTION. Within 5 days after Tenant takes possession of the Premises, Landlord agrees to provide Tenant with a list setting forth all of the defects and damage to the Premises, its equipment and appliances. The list shall be treated as correct unless Tenant objects to the list by written notice given to Landlord within 5 days after Tenant receives the list.

14. COVENANTS BY LANDLORD. Landlord covenants and agrees to maintain all electrical, plumbing, heating, ventilating, air conditioning and other facilities and appliances in good and safe code requirements materially affecting health and safety.

15. COVENANTS BY TENANT. Tenant covenants and agrees to keep the Premises clean and safe; use all electrical, plumbing, heating, ventilating, and air conditioning facilities and appliances in a reasonable manner; conduct themselves, in a manner that will not disturb Tenant's neighbors; and to take care not to intentionally or negligently destroy, damage or remove any part of the Premises, and that he or she will not permit any person to do so.

Tenant covenants and agrees to care for, maintain and repair the Premises, equipment, appliances and fixtures.

Tenant agrees not to keep on the leased Premises any type of waterbed or water filled mattress, except in a fully drained state for storage only.

Tenant agrees not to keep or have on the leased Premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the Premises of that might be considered hazardous or extra hazardous by any responsible insurance company.

Tenant agrees to maintain the curtilage and all leased grounds in a fashion at least commensurate with that of the surrounding neighborhood. The Tenant shall keep the streets and alleys adjacent to the Premises clear of filth, refuse and obstructions; the steps and sidewalks free of ice and snow, the grounds (including gutters) free of leaves and debris; the lawn trimmed, including cutting grass, trimming shrubs, edging around walkways, etc. Responsibilities for yard care also include seeding, fertilizing and watering as necessary to maintain the yard. Tenant will not remove either by digging out or cutting down any shrubbery, trees or flowers without written permission of Landlord. Tenant agrees to comply with all zoning ordinances, laws and regulations.

Tenant agrees to maintain heat and take all precautions during cold weather to prevent damage to the Premises such as frozen pipes, etc. It is the Tenant's responsibility to repair or have repairs made at Tenant's expense within 10 days of damage should said damage result from Tenant's negligence in this regard.

Upon expiration or termination of this Lease, Tenant agrees to deliver the Premises in good clean condition, ordinary wear and tear accepted.

Tenant agrees to pay the cost of all repairs and cleaning required by wear and tear beyond the ordinary. During the duration of this Lease, Tenant agrees to give Landlord prompt written notice of any defects in the Premises, its equipment, appliances, and fixtures. If further damage occurs between the time Tenant learns that a defect exists and the time Landlord learns of such defect, Tenant will be liable for the costs of any repairs of such additional damage which might have been avoided had Tenant promptly notified Landlord of the defect.

Tenant agrees to pay all costs resulting from the intentional or negligent destruction, damage or removal of any part of the Premises by Tenant or by any of Tenant's guests or other persons on the Premises with Tenant's consent.

16. TENANT TO CLEAN PREMISES WHEN LEASE ENDS. Upon the termination or expiration of this Lease, Tenant will remove all of Tenant's property from the Premises and deliver possession of the Premises, thoroughly clean and in good condition, reasonable wear and tear accepted, and in compliance with such reasonable conditions as may be set forth in Landlord's rules and regulations.

Prior to vacating, Tenant will show proof that the carpets were professionally steam-cleaned within 30 days of vacating.

Tenant's compliance with this section is necessary to ensure that the Premises will be in good condition for the next tenants to whom Landlord leases the Premises. Tenant will be liable for any damages Landlord may suffer due to Tenant's failure to leave the Premises thoroughly clean and in good condition, reasonable wear and tear accepted

17. MOVE-OUT INSPECTION. Upon the termination or expiration of this Lease, Landlord will inspect the Premises to determine whether Tenant has properly maintained the Premises and has left the Premises thoroughly cleaned and in good condition, reasonable wear and tear accepted. Grease accumulation and unreasonable marks, holes, nicks or other injury to walls, ceilings, floors or appliances will not be considered ordinary wear and tear.

the property is given to Tenant at least 10 days before disposal occurs. This notice must be sent to Tenant's last known address, address correction requested. In addition, Landlord must keep the itemized list of Tenant's property for two years after Landlord disposes of that property.

Any funds received by Landlord from the disposal of Tenant's property may be applied to Tenant's indebtedness to landlord for unpaid rent or other damages, including charges for removing, storing and selling the property. Any remaining funds will be treated as security deposit.

19. DESTRUCTION OF PREMISES. In the event that a hazard loss renders the dwelling uninhabitable, as defined by local housing codes, then rent shall abate on a daily basis until the Premises are repaired. If the dwelling cannot be repaired within 30 days then this Lease shall be terminated unless the parties agree in writing to continue it. However, if the loss was due to Tenant or Tenant's family, guest, or visitor's negligence, then the Lease shall continue unless Landlord at his sole discretion terminates the Lease. Tenant shall bear his or her own dislocation costs. This paragraph is not and shall not be construed as a warranty of habitability.

20. BODILY INJURY AND PROPERTY DAMAGE. Landlord is not an insurer of Tenant's person or property. Tenant shall maintain renter's insurance to insure his personal goods and hereby releases any claim against the Landlord for damage or loss to Tenant's person or property and waives any right of subrogation and hereby agrees to hold Landlord harmless therefrom. Except to the extent provided by law, Landlord will not be liable to Tenant for any bodily injury or property damage suffered by Tenant or Tenant's guests.

21. RULES AND REGULATIONS. Tenant agrees to comply with Landlord's reasonable and non-discriminatory rules and regulations which concern the use and occupancy of the Premises, which intend to promote the convenience, safety or welfare of tenants or preserve Landlord's property from abusive conduct. Landlord agrees to give Tenant reasonable notice of any new rules or regulations before enforcing such rules and regulations against Tenant.

22. EARLY TERMINATION OF OCCUPANCY. Tenant will not be released from liability for all rent and other charges due under the Lease, unless Landlord signs a written statement on which Landlord agrees to release Tenant from such liability.

23. EARLY TERMINATION OF LEASE BY MILITARY PERSONNEL. If Tenant is a member of the United States Armed Forces and (i) receives orders for permanent change of station to depart thirty-five (35) miles or more (radius) from the Premises, (ii) has received temporary duty orders in excess of 3 months duration to depart thirty-five (35) miles or more (radius) from Premises, or (iii) is discharged or released from active duty with the United States Armed Forces, or (iv) is ordered to report to government supplied quarters resulting in the forfeiture of basic allowance for quarters. Tenants who qualify as set out above may terminate this Lease by serving on Landlord a written notice of termination. This notice must state the date when termination will be effective and that date shall not be less than 30 days after the date Landlord receives the notices. In addition, the termination date shall not be more than 60 days prior to the date of departure necessary for Tenant to comply with the official orders or any supplemental instructions from interim training or duty prior to the transfer. Prior to the termination date, the Tenant shall furnish the Landlord with a copy of the official notification of the orders or a signed letter confirming the orders, from the Tenant's Commanding Officer.

If Tenant exercises this right to terminate this Lease, Tenant shall be obligated for rent prorated to the date of termination. Rent for the final month or portion thereof shall be due on the first of such month.

If the Tenant has resided in the property for at least 12 months no liquidated damages may be charged by the Landlord. In consideration of early termination of the rental agreement where the Tenant has resided in the property for less than 12 months, the Landlord may require that the Tenant pay to the Landlord liquidated damages in an amount no greater than (a) one month's rent if the Tenant has completed less than 6 months of the tenancy as of the effective date of termination, or (b) one-half of one month's rent if the Tenant has completed at least 6 but less than 12 months of the tenancy as of the effective date of termination.

Any amount owed as liquidated damages by Tenant shall be due on the first day of the month in which the effective termination date occurs.

This section shall not relieve Tenant of any other liabilities which have accrued as of the date of termination.

24. MILITARY LANDLORD. In the event Landlord (either Husband or Wife) is or hereafter becomes a member of the United States Armed Forces on extended active duty, then the Landlord may terminate this Lease with _____ days (_____) written notice, which must be given on the first day of the month, to the Tenant if (a) the Landlord receives permanent change of station orders to a duty station within fifty (50) miles or less (radius) or where the Premises are located, (b) the Landlord is released from active duty, to include retirement, or (c) Other _____.

25. TERMINATION BY DEATH OR MISSING STATUS. If the Landlord or Tenant, should die or be reported in a missing status under Title 37 of the United States Code, during the term of this Lease, the spouse or personal representative of the deceased or missing person may terminate this Lease by giving at least one month's written notice. The right of termination of the Lease must be exercised within 120 days of death or missing status report.

26. AUTOMATIC RENEWAL OF LEASE. It is agreed that unless Landlord gives Tenant, or Tenant gives Landlord, written notice at least 60 days prior to the expiration date of this Lease of the notifying party's intention to terminate this Lease at the normal expiration date, **THIS LEASE SHALL AUTOMATICALLY RENEW ITSELF** as a **year to year** tenancy and shall so continue, **UNLESS** Landlord gives Tenant written notice at least 60 days prior to the expiration date of the Lease of Landlord's intention that the Lease shall continue as a month-to-month tenancy, subject to all other terms, conditions and covenants hereof, provided that Tenant shall not give Landlord written notice, within 10 days of receipt of the aforesaid Landlord's notice, that Tenant objects to the continuance of the Lease beyond the expiration date as a month-to-month tenancy. Should Tenant give such objection, then the Lease shall terminate on its expiration date. The termination of this Lease will terminate Tenant's right to occupancy but it will not terminate any claims Tenant or Landlord may have arising out of events occurring during the Lease terms or during any holdover by Tenant.

If Tenant remains in possession of the Premises after the Lease term is terminated or expires and Landlord consents to such holdover but does not enter into a written agreement extending this Lease or substituting a new written Lease, Tenant shall have a month-to-month which shall be subject to all the terms, covenants and conditions hereof, but shall be subject to termination by either party upon 30 days written notice. The monthly rent during such holdover period shall be at the same rate as under this Lease or as otherwise agreed in writing.

27. ASSIGNMENT OR SUBLET. Tenant will not assign this Lease or sublet the Premises, or grant any concession or license without Landlord's prior written consent, which will not be unreasonably withheld or delayed.

(b) For all additional rent (future rent) that would have accrued until the expiration of the term of occupancy under this Lease or until a new lease term begins provided (1) that this will not affect Landlord's duty to minimize the damages by making reasonable efforts to enter into a new lease as soon as practical, and (2) that if Landlord obtains a judgment for future rent, Landlord shall apply as a credit towards that judgment all funds received by Landlord as rent for the Premises for these months for which judgment for future rent was awarded.

(c) For all expenses Landlord may incur for cleaning, painting and repairing the Premises due to Tenant's failure to leave the Premises thoroughly clean and in good condition, reasonable wear and tear accepted.

(d) For any court costs and reasonable attorneys fees incurred by Landlord (1) in collecting rent, and other charges or damages, and (2) in obtaining possession of the Premises.

(e) For collection fee equal to 25% of the judgment amount for rent, damages, court costs and attorneys fees.

Tenant understands and agrees that this amount represents damages Landlord will be likely to incur in efforts to obtain a judgment against Tenant (including time and effort spent in case investigation, correspondence, filing suit, discussions with lawyers, case preparation, and court attendance) and to collect such a judgment.

If Tenant has breached the Lease by failing to pay rent when due, Landlord shall give a written notice to Tenant stating that the Lease will terminate within 5 days if the rent is not paid. If Tenant fails to pay the rent within that 5-day period, Landlord may terminate the Lease and proceed to obtain possession of the Premises by filing an unlawful detainer proceeding. In that proceeding, Landlord may pursue a claim for rent and other damages.

In connection with breaches other than failure to pay rent, if a material noncompliance with this Lease exists or if there is a violation materially affecting health and safety, Landlord may serve Tenant with a written notice stating the acts or omissions constituting the breach and stating (1) that the Lease will terminate upon a date not less than 30 days after Tenant receives the notice unless the breach is remedied within 21 days, and (2) that the Lease will terminate as set forth in the notice. If the breach is remedial by repairs or the payment of damages and Tenant adequately remedies the breach within 21 days or such longer period of time as Landlord may allow, the Lease shall not terminate. On the other hand, if the breach is not remedial, Landlord's written notice to Tenant may state the acts and omissions constituting the breach and state that the Lease will terminate upon a specific date, which date may not be less than 30 days after Tenant receives the notice.

29. BREACH BY LANDLORD. If Landlord (a) commits a material breach of this Lease, or (b) fails to substantial extent to comply with any laws with which Landlord must comply and which materially affect Tenant's health and safety, Tenant may give written notice to Landlord identifying the acts and conditions on the Premises concerning Landlord's breach and stating that this Lease will terminate upon a specific date (which must be 30 days or more from the date Landlord received the notice) unless Landlord remedies the breach within 21 days. If Landlord remedies the breach within that 21-day period, this Lease will not be subject to termination by Tenant in that instance.

Tenant will not have the right to terminate this Lease because of conditions caused by the intentional or negligent acts of Tenant or persons on the Premises with Tenant's consent.

In addition, Tenant will have the right to pursue all other remedies available, including injunctive relief, to order Landlord to remedy the breach, and may recover damages and attorneys fees.

30. RENT WITHHOLDING. Tenant may not withhold rent because of conditions on the Premises which Landlord is required to repair unless Tenant has given Landlord written notice of the condition and Landlord has failed to successfully repair the condition within a reasonable period of time. If Tenant withholds rent because Landlord has breached the Lease, Tenant must immediately give Landlord a second written notice of the breach and of any conditions on the Premises which Landlord is required to remedy or repair and must state that rent is being withheld for such reasons. If Landlord then sues Tenant for possession of the Premises or for withheld rent, Tenant must promptly pay the rent to the court, which will hold the rent until it decides what portion, if any, should be paid to Landlord.

If conditions exist which Landlord is required to remedy and which create a fire hazard or serious threat to the health or safety of Tenant, and after receiving written notice from Tenant of same, Landlord has not repaired same in a reasonable time, Tenant may file an action in a court of competent jurisdiction to terminate the Lease, to require Landlord to repair the Premises, or to obtain other relief. In such an action, Tenant may pay rent to the court to be held until Tenant's action is decided.

If Tenant withholds rent or pays rent to the court under this section and the court finds (a) that Tenant has acted in bad faith, (b) that Tenant, Tenant's family or guest have caused the conditions or have refused unreasonably to allow Landlord or Landlord's agent reasonable access to the Premises to repair the conditions, or (c) that the Tenant has failed to give Landlord reasonable written notice of the condition, Tenant will be liable for Landlord's reasonable costs, including cost for time spent, court costs, any repair costs due to Tenant's violation of the Lease, and attorneys fees.

31. NOTICES. All notices in writing required or permitted by this Lease may be delivered in person, or sent by mail (postage prepaid) to Landlord, Tenant or Agent as such party's address, as set forth above or at such other address as a party may designate from time to time by notice given in accordance with the terms of this section.

32. HEADINGS. The headings of the sections of this Lease are inserted for convenience only and do not alter or amend the provisions that follow such headings.

33. GOVERNING LAW. This Lease is entered into and shall be construed under the laws of the State of Virginia.

34. SEVERABILITY. Any provision of this Lease is prohibited by, or unlawful or unenforceable under Virginia law, shall be ineffective only to the extent of such prohibition without invalidating the remaining provisions of this Lease.

35. FAILURE TO ENFORCE LEASE NOT A WAIVER. Landlord's waiver of a breach by Tenant shall not be interpreted as a waiver of any subsequent breach or noncompliance, and this Lease shall continue in full force and effect.

36. AGENT'S COMMISSION. Any Agent's compensation for services rendered in connection with this Lease shall be paid by Landlord in accordance with the terms contained in a separate agreement.

37. RENTAL APPLICATION AND CREDIT CHECK. Any rental application submitted by Tenant has been an inducement for Landlord to rent the Premises to Tenant. If any material facts in the rental application are untrue, Landlord shall have the right to terminate the lease, to hold Tenant liable for any damage to the Premises, and to avail himself of all rights and remedies provided by law. Tenant authorizes Landlord, or Landlord's agent, to order and obtain a Credit Report from a Consumer Reporting Agency to be used in connection with the execution of this Lease.

ACCEPTANCE OF RENT OR PERFORMANCE SHALL BE WITH FULL RESERVATION OF ALL OF OWNER'S AND AGENT'S RIGHTS AND REMEDIES. ACCEPTANCE BY OWNER OR AGENT OF PARTIAL PAYMENT OF ANY RENT SHALL BE ON ACCOUNT OF THE ACTUAL RENT, AND NO ENDORSEMENT ON ANY CHECK OR ANY OTHER LETTER ACOMPANYING ANY PAYMENT SHALL BE DEEMED A SATISFACTION AND ACCORD, BUT OWNER OR AGENT MAY ACCEPT SUCH PAYMENT WITHOUT PREJUDICE TO ANY RIGHTS TO COLLECT THE BALANCE DUE. TENANT ACCEPTS THIS NOTICE AS NOTICE PURSUANT TO SECTION 55-248.34 OF THE VRLTA.

42. **EQUAL OPPORTUNITY.** Owner and Agent are pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the Nation. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status, elderliness, or national origin. The Premises are offered and leased without regard to race, color, religion, sex, handicap, familial status, elderliness, or national origin.

Witness the following signatures:

LANDLORD

TENANT

ID #

AGENT

ID #

Tenant acknowledges receipt of a copy of this Lease: _____

(INITIALS)